

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT

Contractor may request one working capital advance in an amount equal to twenty-five percent (25%) of the amount of the total consideration as described in Std. 213, item 3. of this Agreement. Subsequent quarterly payments shall be made based on actual expenditure reports being submitted timely as indicated in Exhibit B., Section 6. Reporting Requirements of this Agreement. Advance payments outstanding will be offset against subsequent payments starting with the last two reporting periods of the contract, if applicable.

2. In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment not to exceed twenty-five percent (25%) of the increased amount authorized by the State.

3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

4. FEDERAL BUDGET CONTINGENCY

- A. It is mutually understood that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any

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statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program, this Agreement shall be amended to reflect any such reduction in funds.
- D. The State has the option to invalidate this Agreement under the 30-day cancellation clause or to amend this Agreement to reflect any such reduction in funds.

5. REPORTING REQUIREMENTS

- A Contractor shall complete and submit to CSD quarterly fiscal expenditure and programmatic activity reports. Contractor shall ensure that the report is submitted to CSD by entry onto the web-based Expenditure Activity Reporting System (EARS) and received by CSD on or before the fifteenth (15th) calendar day following the report period, irrespective of the level of activity or amount of expenditure in the preceding period.

Quarterly Fiscal Reporting (via EARS)

Fiscal Report Period	Report Due Dates
October 01 – December 31, 2008	January 15, 2009
January 01 – March 31, 2009	April 15, 2009
April 01 – June 30, 2009	July 15, 2009
July 01 – September 30, 2009	October 15, 2009

- B. Quarterly Programmatic Reporting, CSD Asset Development Work Plan/Progress Report CSD 168 (New 08/08). Contractor shall ensure that the reports are submitted via electronic mail to the assigned Field Representative on or before the fifteenth (15th) calendar day following the report period, irrespective of the level of program activities in the preceding period.

Fiscal Report Period	Report Due Dates
October 01 – December 31, 2008	January 15, 2009
January 01 – March 31, 2009	April 15, 2009
April 01 – June 30, 2009	July 15, 2009
July 01 – September 30, 2009	October 15, 2009

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- C. Fiscal reports and corresponding payments will not be processed until the corresponding quarterly programmatic report has been received and accepted by the Field Representative.
 - D. Closeout Report
Within ninety (90) calendar days after the expiration date of the contract or when all funds have been fully expended under this agreement, Contractor shall submit a final programmatic report, using the appropriate Close out form as prescribed by CSD. This final report shall include the final outcomes, successes and lessons learned.
6. ATTACHMENTS TO CONTRACT
- A. Attachment I

Prior to execution of this Agreement by the State, Contractor shall submit to the State Attachment I, CSBG Fiscal Data Series, which shall reflect a description of projected spending for the contract term.
 - B. Attachment II

Prior to execution of this Agreement by the State, Contractor is responsible for submitting the applicable Work Plan component of this attachment. Amendments to the Work Plan will be allowed only with prior written approval by CSD.

Contractor shall also submit to the State Attachment II, CSD Asset Development Work Plan/Progress Report (CSD 168 [New 08/08]) which shall reflect a description of outcome/goals for the discretionary project. This information will be used to monitor the success of the identified outcome/goal relevant to its programs, activities, and available resources for the delivery of services.

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Attachment I

CSBG FISCAL DATA

CSBG Contract Budget (Summary)	CSD 425.S	<u>(Rev. 11/07)</u>
Budget Support	CSD 425.1.1	<u>(Rev. 11/07)</u>
	CSD 425.1.2	<u>(Rev. 11/07)</u>

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Attachment II

CSBG PROGRAM DATA

CSD Asset Development Work Plan/Progress Report, CSD 168 (New 08/08)